

Yorktown Freight Shed *Operations Procedures*

Introduction

The historic Freight Shed at Yorktown's Riverwalk Landing is an integral part of the Yorktown waterfront revitalization and will serve as a focal point for public activity and interaction. It is anticipated that the Freight Shed will be open on a regular basis as a public space to display photographs and interpretive material depicting and describing the history of Yorktown, and particularly its waterfront and port-related activities. In addition, the Freight Shed is anticipated to be available for use by governmental, civic and community groups as well as individual private parties, on a fee basis and with certain restrictions, for special events, receptions, displays, meetings and similar events. At such times, the groups/individuals reserving the Freight Shed would have exclusive use of the facilities. The fees and charges for rental of the Freight Shed established by this document are intended to offset the cost of managing, operating and maintaining the building for such special events.

A. Available Facilities

The Freight Shed facilities that may be scheduled and reserved for functions/events consist of the main building, an ancillary catering kitchen, and an outdoor plaza. The outdoor plaza may be covered with a tent available for rental on a separate fee basis. Public restrooms are available in an adjacent structure, easily accessible via an open-air walkway. Public parking (free of charge) is available across Water Street in the Riverwalk Landing parking terrace.

1. Freight Shed. The Freight Shed is a single level facility consisting of approximately 1,950 square feet of floor area. Maximum Building/Fire Code occupancy limits are:
 - 390 persons standing;
 - 275 persons seated in presentation format; and,
 - 130 persons seated at tables and chairs for reception / banquet functions.
2. Riverwalk Plaza. The Riverwalk Plaza is an open-air brick plaza encompassing approximately 3,000 square feet and situated between the Freight Shed and the York River shoreline. Subject to appropriate agreements with and authorizations by the York County Economic Development Authority, the Plaza can be cordoned off from the remainder of the public plaza and open space areas in Riverwalk Landing with portable bollards and designated for the exclusive use of the scheduling party.
3. Riverwalk Plaza Tent. Subject to availability, the Riverwalk Plaza can be covered with a 2,000 square-foot tent, with or without sides. The tent is not heated or air-conditioned. A limited number of tables and chairs are available for use in the tent. .
4. Catering Kitchen. The catering kitchen offers counter space, a sink, refrigerator, etc. to support functions scheduled in the Freight Shed.

5. Facilities. The Freight Shed, the Riverwalk Plaza, the Riverwalk Plaza Tent, and/or the Catering Kitchen.

5.6. Freight Shed ~~Manager~~/Management. The person or entity designated by the Yorktown Freight Shed L.P. to provide management services and to administer and implement the procedures set forth in this document.

B. Permitted Uses

1. Special Events such as weddings, receptions, private banquets and parties.
2. Arts and Educational Activities such as recitals, art shows, cultural performances, lectures, demonstrations, or other similar programs.
3. Special meetings of groups or organizations occurring on a periodic basis, but not to become the regularly scheduled meeting place for such groups or organizations.
4. Other appropriate uses as approved by the Freight Shed Management~~ment~~

C. Prohibited Uses

1. Open invitation parties or similar events where alcoholic beverages are being served

D. Hours of Availability

1. Regular/Normal hours of availability shall be 10:00 am to 5:00 p.m., Monday through Friday.
2. Extended/Premium hours of availability shall be 5:00 p.m. to 11:00 p.m., Monday through Friday, 8:00 am to 11:00 p.m. on Saturday, and 12:00 noon to 11:00 p.m. on Sunday.
3. For events proposed to extend beyond the hours of operation listed above, or for events proposed on holidays, special arrangements may be discussed and requested through the Freight Shed Management~~ment~~ at the time of reservation.

E. Policies Governing Use and Conduct

The following rules of use and conduct shall be observed by all users of the Freight Shed, the Riverwalk Plaza, Riverwalk Plaza Tent and the Catering Kitchen, hereinafter referred to as the Facilities. The User is responsible for ensuring that these guidelines are observed at all times by participants or guests.

1. The User is responsible for ensuring lawful and orderly conduct during the period of use.
2. The User is responsible for all damages to the building or grounds occurring during use.
3. All Users of the Facilities must limit participation to the posted maximum “allowable” persons in the space per building/fire code regulations.

3.4. Riotous, boisterous, threatening, or indecent conduct, or the use of abusive, threatening, profane, or indecent language shall not be permitted.

4.5. The User shall not be engaged in advocating social or political change by violence or by other illegal means. This restriction does not prohibit the discussion of controversial subjects in public forum. In the case of Users wishing to use the Facilities for an event that will be open to the general public (i.e., attendees other than individual Users or members of the using group, their specially invited guests, or prospective members), the purpose and/or content of the event shall be of a cultural, historical, educational, governmental or political nature. Examples would include: recitals, art shows/exhibits, lec-

tures, children and youth programming, historical re-enactments, historic/interpretive exhibits/demonstrations, etc.

~~5.6.~~ The Facilities shall not be used for any purpose described and identified as an obscene exhibition or performance by any applicable law, including but not limited to Chapter 15.5 of the York County Code. Displays of art shall not include material that is obscene as defined by Section 15.5-2 of the York County Code or any other applicable law. Users of the Facilities are responsible for ensuring that the content or subject matter of meetings, performances, displays, and exhibits are consistent with the terms of said Chapter.

~~6.7.~~ No drugs or controlled substances shall be brought onto or used on or within the Facilities property except in accordance with a medical prescription or otherwise as allowed by law. Persons under the influence of illegal drugs shall not be allowed on the premises.

~~7.8.~~ Smoking is prohibited in the Freight Shed, the Riverwalk Plaza Tent and the Catering Kitchen.

~~8.9.~~ Weapons, reproductions of weapons, and any item capable of being conceived as a weapon (except those carried by law enforcement official on duty and previously coordinated props [e.g., re-enactment weapons] for approved theater/performing groups) are forbidden from being brought into the Facilities.

~~9.10.~~ Betting or gambling in any form is prohibited. This shall not be deemed to prohibit live or silent auctions or raffles conducted in conjunction with an otherwise authorized function.

~~10.11.~~ No pets or animals (with the exception of service dogs) are allowed in the Freight Shed, Riverwalk Plaza Tent or Catering Kitchen.

~~11.12.~~ Celebratory throwing of confetti, rice or birdseed shall not be permitted in the Freight Shed, Riverwalk Plaza Tent or on the Riverwalk Plaza.

~~12.13.~~ No open flames, including without limitation decorative candles on tables unless shielded by a glass bowl or bulb, shall be permitted in either the Freight Shed or the Riverwalk Plaza Tent.

14. No barbeque grills, whether charcoal, wood, gas or other fuel, shall be permitted to be used in the Freight Shed, the Catering Kitchen, the Riverwalk Plaza Tent, or on the Riverwalk Plaza-Facilities.

~~13.15.~~ Collection of donations or admissions shall be permitted for those activities that involve displays, exhibits, or performances, provided that the intention to do so is indicated on the Freight Shed Use Agreement. Sales of exhibited items, such as artwork, shall be permitted provided that all applicable business license requirements are observed.

~~14.16.~~ No signs, emblems, symbols, or similar items may be erected on the Freight Shed grounds or affixed to the interior or exterior of the building by any User without specific authorization from the Freight Shed Manager.

~~15.17.~~ All publicity (e.g., posters, brochures, information flyers, radio or television announcements, etc.) must carry the name of the organization sponsoring the meeting. Neither Yorktown Freight Shed, Inc., Yorktown Freight Shed L.P. or any of its partners, the Yorktown Foundation, the Economic Development Authority of York County, Virginia (hereinafter “the EDA”) or the County of York may be identified as a sponsor or co-sponsor without prior written approval from the respective entity.

~~17.18.~~ It is expressly understood that permission to use the Facilities does not in any way constitute an endorsement of any organization or group by Yorktown Freight Shed, Inc., Yorktown Freight Shed L.P. or any of its partners, the Yorktown Foundation, York County or its officers, agents or employees, or the EDA, its officers, agents and employees, of: the beliefs of any organization or group; the expression of any opinion regarding the nomination, retention, election, or defeat of any candidate; or the expression of any opinion regarding the passage or defeat of any issue or referendum.

~~18.19.~~ Authorizations for use of the Freight Shed shall not be approved for, nor be construed to accommodate, a regular meeting schedule for groups or organizations.

F. Food and Beverage Policies:

1. Upon the specific approval by the Freight Shed Management~~ment~~, the serving of alcoholic beverages may be allowed in conjunction with receptions and similar events conducted by an authorized User.
2. In order for a User to serve alcoholic beverages, a beverage license from the Virginia ABC Board is required, which the User shall obtain at the User’s sole cost. User shall comply fully with all conditions of any such license. Use of a caterer with an ABC license is recommended. The ABC license must be posted on the premises before the start of the event.
3. The sponsoring User accepts full responsibility for maintaining control of consumption and enforcing moderation. Any behavior which indicates intoxication of any participant shall be cause for consumption to immediately cease, and shall also be cause for future denial of permission for the sponsoring User to serve alcoholic beverages at its functions in the Facilities.
4. No alcohol may be consumed in any other area except the designated area of the event. No alcohol may be carried outside the Freight Shed or Riverwalk Plaza Tent, except within the posted/delineated limits of the Riverwalk Plaza, if applicable.
5. Use of a caterer is recommended for food and alcoholic beverage service. Caterers must be appropriately licensed to do business in York County, unless excepted from licensing requirements under applicable law, and must have all applicable Health Department and ABC Board permits. If use of the kitchen facilities is desired, the request for this space must be submitted along with the original Facilities request. The User is responsible for provision of all necessary serving utensils, paper goods, silverware, beverage containers or servers. Failure to leave the kitchen area in a clean and sanitary condition, as determined by the Freight Shed Management~~ment~~, following use can result in the assessment of “extraordinary clean-up” fees and denial of facility use in the future.

G. Set Up:

1. The authorized User is responsible for supplying information on the Freight Shed Use Agreement form concerning the desired set up of the facilities including the number and placement of chairs and tables. Unless otherwise arranged between the User and the Freight Shed Management~~ment~~, all set-up and take-down of Facility-supplied tables/chairs/etc. will be the responsibility of the Freight Shed Management. In no case shall the User be allowed to arrange or re-arrange any of the permanent fixtures or furnishings in the facility. The User is responsible for supplying such items as easels, display boards, and other equipment needed for their function. Equipment such as screens and audio equipment located in the facility may be used, subject to approval by the Freight Shed Management~~ment~~.
2. Set-up of furniture, PA system, A-V equipment, tables, chairs, etc. by the Freight Shed Management will occur and be complete one hour prior to the scheduled event, unless other arrangements are requested at the time of the reservation. The User may gain access to the facility during this one-hour period and such time will not be charged to the User. Requests for earlier set up will be considered and the User will be charged 25 percent of the normal hourly fee for each advance hour over one.

H. Clean Up:

1. Users shall be responsible for all clean up following the conclusion of the use of the facility. All trash must be removed from the premises at the User's expense, except that up to four bags of non-toxic trash may be placed in a receptacle to be designated by the Freight Shed Management~~ment~~. All material placed by any User on any bulletin board or displayed in any other manner shall be removed by the User. Custodial service, using custodial staff arranged by the Freight Shed Management~~ment~~, may be required for certain Users at the discretion of the Freight Shed Management~~ment~~ based on the number of persons attending the function and/or its duration. Costs for this service will be borne by the User on a direct hourly charge basis, which will be disclosed to the User at the time of the reservation. Such custodial services shall work under the supervision and direction of the Freight Shed Management~~ment~~.
2. The cost of any "extraordinary" clean-up by Freight Shed Management required as a result of the User's failure to do so, including the disposal of any trash above and beyond the allowable four (4) bags, shall be charged to the User at the pay rate (regular or overtime, including the costs of all employment benefits) of custodial staff used.

I. Fees:

Fees for use of the Facility will be as follows:

Freight Shed User Fees	Individuals, Private Organizations, For-Profit Organizations	Civic Associations, Non-Profit Organizations
Use during Regular/Normal Hours – (includes standard set-up, staffing, clean-up)	\$300 base fee, plus \$75/hour for every hour, or portion thereof, beyond three (3)	\$150 base fee, plus \$40/hour for every hour, or portion thereof, beyond three (3)
Use during Extended/Premium Hours – (includes standard set-up, staffing, clean-up)	\$400 base fee, plus \$125/hour for every hour, or portion thereof, beyond three (3)	\$200 base fee, plus \$65/hour for every hour, or portion thereof, beyond three (3)
Plaza and Tent Use	\$1200	\$1200
Extraordinary Clean-up (<i>charged when clean-up time by Freight Shed Management exceeds one (1) hour</i>)	\$100/hour, or portion thereof	\$100/hour, or portion thereof
Reservation Deposit	\$300	\$150
Gross Receipts (events involving revenue genera- tion from ticket sales, admission charges, sale of artwork, etc.)	10% of gross receipts	10% of gross receipts

1. **Payment:** Payment shall be made by check payable to the _____, and will be accepted at _____, or by mail addressed to: _____. Reservations may be requested up to one year in advance of the proposed event date. Full payment of the Reservation Deposit is necessary to finalize a reservation.
2. **Cancellation:** Cancellation of any reservation granted under this policy must be made in writing and be received at least 90 days prior to the date of the event in order to obtain a refund of the Reservation Deposit. Any cancellation made with less than 90 days written notice will result in the forfeiture of the Reservation Deposit.

J. Liability

1. Unless specifically waived by the Freight Shed Management~~ment~~, all Users shall be required to execute a release of liability in an approved form releasing Yorktown Freight Shed, Inc., Yorktown Freight Shed L.P. and its partners, York County and its officers, agents and employees, the Yorktown Foundation, and the EDA and its officers, agents and employees from any liability for negligence for any damages caused to the User, or its property, during the time of the use.
2. Moreover, unless specifically waived by the Freight Shed Management~~ment~~, all Users shall be required to execute a standard agreement to guarantee and hold harmless Yorktown Freight Shed, Inc., Yorktown Freight Shed L.P. and its partners, the Yorktown Foundation, York County and its officers, agents and employees, and the EDA and its officers, agents and employees from any liability to third parties for injury caused by the User, or any persons invited to attend the meeting or event in the Freight Shed or the Riverwalk Plaza/Tent.

3. The User shall be liable to Yorktown Freight Shed, Inc., Yorktown Freight Shed L.P. and its partners, the EDA and its officers, agents and employees, and York County and its officers agents and employees or to any third party for any and all damage to Partnership or County property or injuries to Partnership or County employees, officers, or agents caused by the User, or by any of the User's officers, agents, or employees, or by any person attending or seeking to attend the User's event, whether or not such damage is the result of negligence, intentional acts, or accident.

K. Miscellaneous

1. Authorized Users shall provide, at their own expense, any security which is desired or which the Freight Shed Management~~ment~~ requires in addition to the normal security provided by the EDA or County for purposes they may deem appropriate. Unless specifically waived by the Freight Shed Management~~ment~~, private security shall be required for any function that involves the serving of alcoholic beverages other than beer, wine or champagne or that will accommodate more than 200 attendees.
2. The Yorktown Freight Shed, Inc. is not responsible for property placed in or on the premises. All property must be brought in and removed on the day of the event, unless otherwise approved by and arranged with the Freight Shed Management~~ment~~.
3. The Freight Shed Management ~~shall have reserves~~ the right to cancel approved reservation dates due to unforeseen circumstances such as inclement weather or electrical outages. In such cases, the Users will be given the opportunity to re-schedule the event to another available time or, at the User's request, will be entitled to a full refund of the reservation deposit.
4. The Freight Shed Management~~ment~~ ~~shall have reserves~~ the right to request any person or persons failing to abide by the Freight Shed rules to leave the premises, and to request the assistance and intervention of the York County Sheriff's Department as necessary.
5. This policy shall apply to all prospective Users applying to use the Freight Shed. No group or individual shall be excluded from equal access to the Freight Shed because of considerations of race, sex, religious or political persuasion, or because of the political, religious, or social aims expressed by the individual or group, or by any group's members.
6. The use of the Facilities may be denied to any individual or group which has, at any time prior to any requested use, been responsible for, or caused, any damage to the Freight Shed or to property owned by the County of York, Yorktown Freight Shed, Inc., Yorktown Freight Shed L.P., the Yorktown Foundation, the EDA, or any other tenant of Riverwalk Landing through or because of acts of vandalism, violence, or rowdiness, or which has failed to clean up facilities, whether such damage was caused by any members of such group, or by any invitees to any approved meeting. Subsequent approval for use of the Facilities may, in the Freight Shed Management~~ment~~'s discretion, be conditioned upon a higher insurance level than is set forth above, or additional security and custodial charges. However, no individual or group shall be denied access under this section to the use of the Freight Shed building or facilities because of damages not caused directly by the group or individual group members, or invited guests.

~~7. The User must be prepared to provide a certificate of insurance for General Liability coverage for the event and naming Yorktown Freight Shed, Inc., Yorktown Freight Shed L.P., the Yorktown Foundation, the EDA and the County of York, and their respective officers,~~

~~agents and employees as additional insured parties. Such certificate shall be delivered to the Freight Shed Manager at least ten (10) days in advance of the event. Obtaining insurance is the responsibility of the party obtaining the reservation.~~

Approved By:

Yorktown Freight Shed L.P.

Date

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Yorktown Freight Shed, Inc.~~

~~_____
Date~~

~~_____
Yorktown Foundation~~

~~_____
Date~~

~~_____
York County Economic Development Authority~~

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Date~~

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County of York~~

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Date~~